



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1115 PROFESSIONAL SECURITY SERVICES

January 24, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Professional Security Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on February 17, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Barbara Adams, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me at (805) 781-5906. For technical questions and information contact Deanne Purcell at (805) 781-4555.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Barbara Adams at: beadams@co.slo.ca.us. All questions will receive a response within five (5) business days. The question and its response will be posted (anonymously) on the site: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

BARBARA ADAMS
Buyer – GSA Purchasing
beadams@co.slo.ca.us

PROFESSIONAL SECURITY SERVICES**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROFESSIONAL SECURITY SERVICES**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on February 17, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: BARBARA ADAMS
Telephone: (805) 781-5906
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for forty-five (45) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

PROFESSIONAL SECURITY SERVICES

11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Insurance Requirements
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee. See **Attachment A** for Insurance and Indemnification requirements.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

PROFESSIONAL SECURITY SERVICES**SAN LUIS OBISPO COUNTY
SHERIFF'S DEPARTMENT
PROFESSIONAL SECURITY SERVICES**

SCOPE OF SERVICES

The County of San Luis Obispo is soliciting proposals for armed and/or unarmed uniformed professional security services of an independent contractor on behalf of the Sheriff's Department to guard County Jail inmates on an as-needed basis while incarcerated at a facility other than the San Luis Obispo County Jail. Due date to respond to this RFP is February 17, 2011.

1. When required, contractor will be contacted by telephone to provide twenty-four (24) hour security coverage for periods from less than one (1) day to multiple weeks, in an eight (8) hour response time from the time of the County's telephone call.
2. The contractor should be able to provide security with an eight (8) hour response time, on a twenty-four (24) hour a day, three hundred-sixty-five (365) days per year basis.
3. The contractor should have previous experience in prisoner security and be familiar with current laws regarding the authorities and limits with respect to the custody of prisoners. Prior law enforcement or correctional institutional experience is preferred.
4. The contractor is expected to comply with the requirements of the Private Investigator Act of the Bureau of Collection and Investigative Services for the State of California and must possess a "Certificate of Licensure" as a Private Patrol Operator.
5. During other than regular business hours, contractor must have on-duty qualified supervisors inspecting posts at least 50% of the time and shall maintain a written record of such inspections. Supervisors shall be easily identifiable from other employees.
6. The Sheriff of the County of San Luis Obispo or his designate will have the final approval of qualifications and ability of security firm to provide services specified by this bid.
7. No part of this service can be subcontracted without prior written consent of the County of San Luis Obispo Sheriff's Department in writing.

PROFESSIONAL SECURITY SERVICES**GENERAL TERMS AND CONDITIONS:**

1. Contractor shall obtain and maintain in full-force and effect the following types of insurance:
 - a. Comprehensive General Liability Insurance, containing property damage endorsement. Comprehensive General Liability Insurance shall contain at least a \$1,000,000 combined single limit. Included in this policy:
 1. Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned, and hired hazards.
 2. Contractual liability insurance. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
 - b. Workers' compensation insurance, with provisions of Section 3700 of the Labor Code.
2. The County of San Luis Obispo shall be named as an additional insured on policies required by this paragraph. All insurance policies required by this paragraph shall be primary insurance, and all policies maintained by the County shall be excess insurance. Contractor will file with County prior to commencement of any work under this contract a Certificate of Insurance stating the coverage required.

The insurance must contain the following clause:

"It is agreed that this policy shall not be canceled, non-renewed, or reduced, in scope of coverage until after thirty (30) days notice have been given to the County of San Luis Obispo. If Contractor Fails to provide notice an insurance certificate within seven days of notification by the County, the contract may be canceled by the County."

3. Usage: No guarantee of usage is given. Contractor agrees to supply all services shown as needed by the County, at the prices listed regardless of the quantity used.
4. Either party may cancel this agreement on 30 days written notice, without cause.
5. Proposals are subject to successful negotiation and will either (a) result in a formal contract satisfactory to County Counsel or (b) issuance of a purchase order.
6. All employees of the contractor shall be in an immediately identifiable uniform at all times during employment under this contract.
7. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

PROFESSIONAL SECURITY SERVICES

8. The contractor assumes and agrees to hold harmless, indemnify, protect, and defend the County of San Luis Obispo against and all liability for injuries and damages to contractor himself and to contractor's employees, agents, and or guests third party or otherwise, incident to or resulting from any and all operations performed by contractor under any of the terms of this proposal.

9. **Records:**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

These shall include, but are not limited to:

- Time sheets for routine coverage including day, date, time, name of employee, location, etc.
- Incident reports, including notification to the Sheriff's Office.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

10. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

San Luis Obispo County Sheriff's Department
Custody Division Commander
P.O. Box 32
San Luis Obispo CA 93406

and to the Contractor:

11. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Agreement.

PROFESSIONAL SECURITY SERVICES**TERM OF CONTRACT:**

The initial term of the contract is approximately one (1) year, with an option to renew for four (4) additional one (1) year terms.

RATES:

Rates offered **shall be firm** for the initial contract period beginning approximately March 1, 2011 and ending June 30, 2012.

A rate increase may be allowed for each one (1) year option period as the results of:

1. Manufacturer or Supplier price increases in the products(s) offered;
2. Governmental or regulatory agency increases to the trade;
3. National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor.

Any request for a price increase must be substantiated with documentation from the vendor, a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Such changes shall be subject to acceptance; the County reserves the right to accept those prices or to give thirty (30) days notice and rebid. Overall increases of greater than 3% from prior year prices will not normally be allowed.

REFERENCES AND ASSURANCES:

1. Document your previous experience in prisoner security, familiarity with current laws regarding the authorities and limits with respect to the custody of prisoners.
2. Document prior law enforcement or correctional institution experience.
3. Document your firms ability to provide 24 hour security coverage, 365 days per year, and to provide a security officer to site within 8 hours or less.
4. Document your ability to provide thorough internal investigation and report of incidents that may occur while guarding prisoners.
5. Copy of current license(s) issued by the State of California.
6. Provide copies of Certificates of Insurance.
7. Provide contact name, facility, address, and phone numbers of a least five references.
8. Billing rates per regular hour and per overtime as required.

PROFESSIONAL SECURITY SERVICES**TERMINATION FOR NON-APPROPRIATIONS:**

The County's obligation to pay any amount due for those fiscal periods succeeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, the County may terminate this agreement with respect to not less than the entire term effective as of the end of any of its succeeding fiscal periods by giving sixty (60) days prior written notice of the termination and establishing a termination date.

All obligations of County to make payments due after the termination date will cease. Notwithstanding the foregoing, County agrees to (1.) not terminate this agreement under this provision if any funds are appropriated to perform the services of this agreement (except as specified in "Term" Section of the Specifications) and (2.) that County will use its best efforts to obtain appropriation of the necessary funds to avoid termination of this agreement.

PROFESSIONAL SECURITY SERVICES**ATTACHMENT A - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**SAN LUIS OBISPO COUNTY
CONTRACTOR - NON CONSTRUCTION****Indemnification:**

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

PROFESSIONAL SECURITY SERVICES**SAN LUIS OBISPO COUNTY
INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: COUNTY OF SAN LUIS OBISPO, ATTN: BARBARA ADAMS - GSA PURCHASING, 1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408